

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

PA Distribution LLC

(b) County of Residence of First Listed Plaintiff Bucks County, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Zachary A. Silverstein; Lundy, Beldecos & Milby; 450 N.  
Narberth Ave, Suite 200, Narberth, Pa 19072;  
610-668-0019

## DEFENDANTS

N. Ali Enterprises Inc., and Rahman Lakhani

County of Residence of First Listed Defendant DuPage County, IL  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                                   |   | PTF                                   | DEF                                   |
|---|----------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Diversity; 28 U.S. C. § 1332

Brief description of cause:

Defendants failed to deliver agreed upon product after payment was made.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

Aug 2, 2022

SIGNATURE OF ATTORNEY OF RECORD

Zachary A. Silverstein

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 612 State Road, Croydon, Pennsylvania 19021

Address of Defendant: 31 W280 Diehl Road, Suite 107, Naperville, Illinois 60563

Place of Accident, Incident or Transaction: Croydon, Pennsylvania

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 08/02/2022 Zachary A. Silverstein 316491  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts  
☐ 2. FELA  
☐ 3. Jones Act-Personal Injury  
☐ 4. Antitrust  
☐ 5. Patent  
☐ 6. Labor-Management Relations  
☐ 7. Civil Rights  
☐ 8. Habeas Corpus  
☐ 9. Securities Act(s) Cases  
☐ 10. Social Security Review Cases  
☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☒ 1. Insurance Contract and Other Contracts  
☐ 2. Airplane Personal Injury  
☐ 3. Assault, Defamation  
☐ 4. Marine Personal Injury  
☐ 5. Motor Vehicle Personal Injury  
☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_  
☐ 7. Products Liability  
☐ 8. Products Liability – Asbestos  
☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Zachary A. Silverstein, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 08/02/2022 Zachary A. Silverstein 316491  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>PA DISTRIBUTION LLC,</b>  <b>Plaintiff,</b>  <b>v.</b>  <b>N. ALI ENTERPRISES INC., AND</b> <b>RAHMAN LAKHANI,</b>  <b>Defendants.</b>	<b>CIVIL ACTION NO.:</b>    <b>JURY TRIAL DEMANDED</b>
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**COMPLAINT**

Plaintiff PA Distribution LLC, (“PA Distribution”), by its undersigned counsel, and for its Complaint against N. Ali Enterprises Inc., and Rahman Lakhani (collectively, “Defendants”) states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. PA Distribution is a Pennsylvania company with its principal place of business located at 612 State Road, Croydon, Pennsylvania 19021.
2. Defendant N. Ali Enterprises Inc., is an Illinois corporation with its principal place of business located at 31 W280 Diehl Road, Suite 107, Naperville, Illinois 60563.
3. Upon information and belief defendant Rahman Lakhani is the owner and president of defendant N. Ali Enterprises Inc., and an adult individual that resides in Naperville, Illinois.
4. The Court has jurisdiction pursuant to 28 U.S. C. § 1332(a)(1), as this case involves diversity of citizenship among the parties, and the matter in controversy exceeds \$75,000.00.

5. Venue is proper in the United States District Court of the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(a)(2), as a substantial part of the events giving rise to this claim occurred in the Eastern District of Pennsylvania.

### **FACTUAL BACKGROUND**

6. PA Distribution is a reputable re-packer and wholesale distributor of cigars.

7. In June of 2022, Defendants represented to PA Distribution that Defendants would supply approximately 7,500 Backwoods Banana “5PK40 1200” Cigars, and quoted \$223,875.00, as the price for the product (“Quote”).<sup>1</sup> *See* Exhibit A.

8. Backwoods Banana is an all-natural, rustic cigar featuring a unique wrapper infused with the essence of sweet bananas.

9. Backwoods Banana Cigars are highly sought-after and have a very large fan base.

10. From June 23, 2022 to June 24, 2022 the parties negotiated terms, and eventually agreed to the terms as outlined in email correspondences dated June 23, 2022 and June 24, 2022.<sup>2</sup> *See* Exhibit B.

11. On June 28, 2022, PA Distribution and Defendants agreed to the Quote. *See* Exhibit A.

12. On July 1, 2022, PA Distribution wired Two Hundred Twenty-Three Thousand Seventy-Five dollars to Defendants pursuant to the June 28, 2022, quote.

13. After July 1, 2022, Defendants informed PA Distribution that they would be unable to ship the agreed upon product.

14. As such, on July 20, 2022, PA Distribution sent a letter to Defendants, demanding that they return PA Distribution funds.

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<sup>1</sup> A true and correct copy of the June 28, 2022 quote is submitted hereto as Exhibit “A.”

<sup>2</sup> A true and correct copy of the June 23-24, 2022 emails are submitted hereto as Exhibit “B.”

15. To date, Defendants have failed to deliver the product.

16. To date, Defendants have failed to return the monies.

17. Upon information and belief, defendant Rahman Lakhani converted the monies for his personal use.

18. As a result of Defendants' actions, PA Distribution has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

### **COUNT I – BREACH OF CONTRACT**

19. PA Distribution incorporates each paragraph in this Complaint as if fully restated in this Count.

20. The parties entered into a valid and binding contract. *See* Exhibit A.

21. PA Distribution performed its contractual obligation by paying for the product.

22. Defendants breached the agreement by failing to delivery the product to Plaintiff.

23. As a result of Defendants' actions, PA Distribution has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

### **COUNT II – UNJUST ENRICHMENT**

24. PA Distribution incorporates each paragraph in this Complaint as if fully restated in this Count.

25. Defendants have unlawfully retained PA Distribution's funds after failing to deliver the product.

26. Defendants have been unjustly enriched and it would be inequitable to allow Defendants to retain such funds.

27. As a result of Defendants' actions, PA Distribution has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

### **COUNT III – PROMISSORY ESTOPPEL**

28. PA Distribution incorporates each paragraph in this Complaint as if fully restated in this Count.

29. Defendants explicitly promised PA Distribution that if PA Distribution wired the funds to Defendants, Defendants would deliver the product.

30. Defendants' promise was clear, definite, and unequivocal and was specifically made to induct PA Distribution to wire the funds.

31. Defendants have failed and refused to deliver the production to Plaintiff and failed to return Plaintiff's motion.

32. To avoid injustice, the Court must specifically enforce Defendants' promise to deliver the production to PA Distribution, or alternatively, order Defendants to return PA Distribution funds.

33. At the time of making the promise and induction action on PA Distribution's part, Defendants could reasonably foresee that their failure to perform pursuant to their promise would cause the damages PA Distribution has suffered.

34. As a direct and proximate cause of Defendants' failure to deliver, or repay, Plaintiff has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

#### **COUNT IV – CONVERSION**

35. PA Distribution incorporates each paragraph in this Complaint as if fully restated in this Count.

36. Defendants failed to deliver the product to PA Distribution but retained PA Distribution's funds.

37. Defendants have unlawfully taken and asserted dominance over PA Distribution's funds.

38. The acts described above constitute an unlawful conversion of PA Distribution's funds, resulting in damages to PA Distribution's funds.

39. As a result of Defendants' actions, PA Distribution has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

#### **COUNT V – FRAUDULENT MISREPRESENTATION**

40. PA Distribution incorporates each paragraph in this Complaint as if fully restated in this Count.

41. Defendants represented that they would deliver the production to PA Distribution, if PA Distribution wired \$223,875.00 to Defendants' bank account. *See* Exhibit A.

42. The representation was false when it was made. Defendants knew it was false when it was made or made it recklessly. Defendants' representation was a positive assertion.

43. Defendants made the representation with the intention of inducing PA Distribution's reliance.

44. PA Distribution acted in reliance on it, by forming an agreement with Defendants and performed its obligation under the agreement by paying the funds.



45. PA Distribution has been damaged a a result of Defendants' misrepresentation.

46. As a result of Defendants' actions, PA Distribution has incurred substantial damages, including the \$223,875.00 that it paid to Defendants, plus lost profits from the anticipated subsequent sales, damage to its reputation, attorney's fees, costs and interest.

**REQUESTED RELIEF**

WHEREFORE, PA Distribution request that this Court enter judgment in its favor and against Defendants in the amount of \$223,875.00, plus additional damages from lost profits due to anticipate subsequent sales, damage to PA Distribution's reputation, attorney's fees, costs and interest, or any other relief that his Court deems just, equitable and appropriate.

Respectfully submitted,

LUNDY, BELDECOS & MILBY,

/s/  
ZACHARY A. SILVERSTEIN  
450 N. Narberth Ave, Suite 200  
Narberth, Pennsylvania 190702  
Attorney ID.: 316491  
Phone: 610-668-0019  
Fax: 610-675-2779  
Email: zsilverstein@zarwin.com  
Attorneys for Plaintiff

Dated: August 2, 2022

**EXHIBIT A**

**N ALI ENTERPRISES INC**  
**31W280 DIEHL RD RD UNIT 107**  
**NAPERVILLE IL 60563**

**Quote # 6493**  
**Date & Time 6/28/2022 3:32:43 PM**  
**Page(s) Page 1 of 1**

Bill To

PA DISTRIBUTION LLC  
 612 STATE ROAD  
 BENSALEM PA 19021

Ship To

PA DISTRIBUTION LLC  
 612 STATE ROAD  
 BENSALEM PA 19021

## Quote

Sales Rep				PO	
CASH AND CARRY					
Quantity	Description	UPC/PLU Number	Price	TAX	Amount
7500.00	BACKWOOD BANANA 5PK40 1200	071610340565	\$29.85	\$0.00	\$223,875.00

Quotes and estimates are valid for 10 days. After this time, all prices are subject to change. If a Price Quote is accepted after 10 business days, you will receive an Updated Price Quote for your approval or rejection.

I have read and agreed to all Terms and Conditions posted in the store and on the back of this invoice. I have received the products and / or services in the amount stated on this invoice.

<b>Quantity Totals</b>	<b>7,500</b>
SUBTOTAL	\$223,875.00
SALES TAX	\$0.00
TOTAL	\$223,875.00

Customer Signature

28-Jun-22

3:32:42 PM

**EXHIBIT B**

----- Forwarded message -----

From: **PA Distribution** <[order@pa-dis.com](mailto:order@pa-dis.com)>

Date: Fri, Jul 15, 2022 at 12:00 PM

Subject: Re: Terms

To: rahman lakhani <[rlakhani78@gmail.com](mailto:rlakhani78@gmail.com)>

We shared you the accounting sheet for the rebate calculation. Please take a look at your earliest convenience and let us know if you have any questions.



612 State Road,| Croydon, PA 19021

609-968-5293 | [order@pa-dis.com](mailto:order@pa-dis.com)

On Fri, Jun 24, 2022 at 12:02 PM rahman lakhani <[rlakhani78@gmail.com](mailto:rlakhani78@gmail.com)> wrote:

Hello

Totally Understand and Sounds Good.

On Fri, Jun 24, 2022 at 10:41 AM PA Distribution <[order@pa-dis.com](mailto:order@pa-dis.com)> wrote:

Hello,

I think we are on the same page. More concerned about you and your company due to your past/pending legal issues. PA Dist has not and does not have those issues.

Since you felt the need to clarify, we are responding. Otherwise, it should be understood that everyone follows the laws

On Fri, Jun 24, 2022 at 11:20 AM rahman lakhani <[rlakhani78@gmail.com](mailto:rlakhani78@gmail.com)> wrote:

Hello

A lot of what you said is what we said.

EVERYONE NEEDS TO BE CLEAR AND ON SAME PAGE.

We request transparency to see your records and payment amount confirmation on the portal IN CASE OF A DIFFERENCE IN AMOUNT (only in case of discrepancy). N ALI will also require Transparency from PA Distribution LLC and may request Records for MSAi Reporting in case Payments don't match at the time of Rebate payments from ITG

Also, N Ali agrees to abide by all federal and IL state laws and agrees to only use the PA distribution license and account to bill and sell products to PA Distribution only. N Ali also Requests that PA Distribution LLC is in full compliance of all Federal and Laws of the State of Pennsylvania and follow all compliance Rules in all Business transactions.

On Thu, Jun 23, 2022 at 4:34 PM PA Distribution <[order@pa-dis.com](mailto:order@pa-dis.com)> wrote:

Hi Rahman,

A lot of what you said is what we said.

We request transparency to see your records and payment amount confirmation on portal IN CASE OF A DIFFERENCE IN AMOUNT (only in case of discrepancy).

Also, N Ali agrees to abide by all federal and IL state laws and agrees to only use the PA distribution license and account to bill and sell products to PA Distribution only.

On Thu, Jun 23, 2022 at 4:54 PM rahman lakhani <[rlakhani78@gmail.com](mailto:rlakhani78@gmail.com)> wrote:

Good Afternoon

st to agree to the terms of this deal, below are the key elements that N Ali has to honor for PA Distribution:

1. 2.2% Ach discount off invoice. OK

2. 3.3% quarterly rebate (June purchases would be paid in mid August, July purchases would be paid in mid November 2022 - when ITG Pays)  
ONLY IF ITG PAYS AND PA DISTRIBUTION LLC REPORTS MSA CORRECTLY

3. a 7% ITG sales push out rebate would be paid in the first week of September  
ONLY IF ITG PAYS AND PA DISTRIBUTION LLC REPORTS MSA CORRECTLY

4. Shipping would be covered by PA Distribution.  
PRODUCT NEEDS TO BE SHIPPED TO PA DISTRIBUTION WAREHOUSE AND UNLOADED THERE. ANY SHIPMENTS REROUTED TO ANY OTHER PLACE WILL BE A COMPLETE VIOLATION OF INTERSTATE COMMERCE SHIPPING.

5. Wire/ACH would be done to N Ali upon email of quote from N ALi AND email of quote from ITG. OK

6. Any payments made by PA Distribution to N ALi will be strictly used to order the product requested and for no other purposes. OK

7. Excel/google sheet will be made and shared with you to keep track of orders, payments and rebate amounts. In case of any difference in numbers, you agree to resolve the issue within 14 days of this difference.  
PA DISTRIBUTION CAN KEEP TRACK OF NUMBERS BUT PAYMENTS WILL BE ISSUED AFTER MSA REPORT IS DONE CORRECTLY AFTER BASE VOLUME IS ACHIEVED AND FUNDS ARE ACCURATELY RECEIVED.

8. Above rebate and incentive payments would be made to PA Distribution via a wire or ach from N ALi immediately upon receipt of such payments by N ALi from ITG (no buying other products to get money).  
ONLY IF ITG PAYS AND PA DISTRIBUTION LLC REPORTS MSA CORRECTLY

9. PA Agrees to properly report sales data to MSA as is required by this program.  
GREAT

Thanks

Rahman Lakhani  
N Ali Enterprises Inc  
[31w280 Diehl Rd Suite 107](#)  
[Naperville, IL-60563](#)  
[PH-630-778-1450](#)  
FAX-630-778-1452  
CELL-815-762-1562

On Thu, Jun 23, 2022 at 8:16 AM PA Distribution <[order@pa-dis.com](mailto:order@pa-dis.com)> wrote:  
Rahman,

Just to agree to the terms of this deal, below are the key elements that N Ali has to honor for PA Distribution:

1. 2.2% Ach discount off invoice
2. 3.3% quarterly rebate (June purchases would be paid in mid August, July purchases would be paid in mid November 2022 - when ITG Pays)
3. 7% ITG sales push out rebate would be paid in first week of September
4. Shipping would be covered by PA Distribution.
5. Wire/ACH would be done to N Ali upon email of quote from N ALi AND email of quote from ITG.
6. Any payments made by PA Distribution to N ALi will be strictly used to order the product requested and for no other purposes.
7. Excel/google sheet will be made and shared with you to keep track of orders, payments and rebate amounts. In case of any difference in numbers, you agree to resolve the issue within 14 days of this difference.
8. Above rebate and incentive payments would be made to PA Distribution via a wire or ach from N ALi immediately upon receipt of such payments by N ALi from ITG (no buying other products to get money).
9. PA Agrees to properly report sales data to MSA as is required by this program.

Please confirm these basic terms so we are on the same page.

Thanks,



[612 State Road, | Croydon, PA 19021](#)

609-968-5293 | [order@pa-dis.com](mailto:order@pa-dis.com)

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